

GOVERNMENT OF MYSORE

FOOD, CIVIL SUPPLIES AND LABOUR DEPARTMENT

Labour Dispute: Industrial Dispute between the workmen and the management of M/s. New Taj Mahal Cafe (P) Ltd., Mangalore.

Award of the Labour Court, Mangalore—Published.

Read the following Papers :

(1) Letter No. A/ID 3/72-73, dated 23rd September 1972 from Sri B. Hanumanthaiah, Presiding Officer, Labour Court, Mangalore.

BEFORE THE LABOUR COURT AT MANGALORE

Dated 22nd September 1972

Reference (ID) (LCM) No. 3 of 1972

Present

B. Hanumanthaiah, B. Sc., LL. B., ... *Presiding Officer*

Between :—

Subraya Sherigara, Worker No. 1560 C/o Vanijya Shramika Sangh, Felix Pai Bazaar, Mangalore-1. ... *I Party.*

And

The Management of New Tajmahal Cafe (P) Ltd., Cal Street, Mangalore. ... *II Party.*

AWARD

The Government of Mysore being of opinion that an Industrial Dispute exists between the workmen and management of New Taj Mahal Cafe (P) Ltd., Mangalore, referred it under Section 10-1 (c) of the Industrial Disputes Act of 1947, by an Order No. FCL 1302 LLD 71, dated 19th January 1972 to this

Labour Court at Mangalore, for adjudication. The points of dispute as specified in the order of reference are the following :

- "I. Is the management of New Taj Mahal Cafe (P) Limited, Mangalore, justified in refusing employment to Sri Subraya Sherigara with effect from 18 April 1971?
- II. If not, what relief is the said workman entitled to?"

2. The Reference was registered as (ID) (LCM) No. 3/1972. The first party workman has filed his claim statement on 15th March 1972. The first party workman is represented by Sri P. Ghate, Vice-President, Vanijya Shramika Sangh, Mangalore. The second party management has filed its counter statement on 16th May 1972. The second party is represented by its learned representative Sri K. R. Putturaya.

3. The case of the first party workman is that he was working as a cleaner in the second party restaurant. He was suffering from giddiness and therefore he applied for leave and he was taking treatment from 18th April 1971 to 24th April 1971. It is alleged by him that on 25th April 1971 he reported for duty, but the manager told him to bring a written permission from the Establishment Manager. That on 26th April 1971, he sent the medical certificate with an application by post to the management. It is alleged that the second party has not considered his leave application and has struck off his name from the register and this is not in accordance with law.

4. In its counter statement it is contended on behalf of the second party that the workman was absent from his work without any prior permission and he was treated as having left or abandoned his job, as per the standing order No. 9 (3). It is also stated that on 22nd April 1971 a notice was issued to the first party workman requiring him to give explanation for his absence, and he was also advised to report for his duty on or by the 24th April 1971. That the workman has remained absent and failed to report for his duties upto 24th April 1971. Since the workman remained absent his name was struck off from the register. It is denied that the first party workman has submitted any leave application and it is also denied that he was taking rest from 18th April 1971 to 24th April 1971, and reported for duty on 25th April 1971.

5. On 13th May 1972 the case was posted for evidence on 17th June 1972. At the request of the parties the case was being adjourned from time to time, and on 10th August 1972 the first party filed a memo praying that the second party may be called upon to produce certain documents. The documents were called for and then the case was posted to 25th August 1972. Again on 23th August 1972 the case was adjourned to 29th August 1972 at the request of the second party management. The documents were filed by the second party on 16th September 1972, and then the case was finally posted for evidence to 3rd October 1972.

6. On 18th September 1972 both the parties filed an application for advancing the case. The application was allowed and the case was advanced to 18th September 1972.

7. On 18th September 1972 both the parties filed a Joint Memo of settlement. The first party being represented by Sri P. Ghate, Vice President, Vanijya Shramika Sangh, and the second party being represented by its learned representative Sri K R. Patturaya, the execution of the joint memo is admitted by Sri P. Ghate and Sri K. R. Patturaya. They pray that an Award may be passed in terms of the Joint Memo.

8. Under the terms of the Joint Memo, the second party has agreed to pay a sum of Rs. 375 (Rupees three hundred and seventy-five only) in full and final settlement of all the claims of the first party workman concerned, and the first party workman has agreed to accept the amount in full and final settlement of all his claims. It is also agreed that the second party will pay the amount on or before 25th September 1972. The first party workman is represented by his learned representative Sri P. Ghate who is also the Vice-President of Vanijya Shramika Sangha. There are no reasons to find that the settlement has been reached between the parties under any coercion or threat. Having regard to the fact that the first party workman is represented by the Vice-President of Vanijya Shramika Sangh, I find that the settlement has been reached between the parties out of their own free will and it is fair and equitable. Therefore, I accept the settlement as recorded in the joint Memo filed by the parties and make the following Award :

The Award is passed in terms of the joint memo of settlement which shall form part of this Award. The parties shall bear their own costs.

Mangalore,

Dated : 22nd September, 1972

B. Hanumanthaiah,

Presiding Officer,
Labour Court, Mangalore.

APPENDIX

BEFORE THE LABOUR COURT AT MANGALORE (ID) (LCM) No. 3/1972

Between :

The workmen of New Tajmahal Cafe (P) Limited, Mangalore. *I Party.*

AND

The Management of New Tajmahal Cafe (P) Limited, Mangalore. *II Party*

JOINT MEMO OF SETTLEMENT

Both the parties submit that the dispute has been settled amicably between the parties on the following terms :-

TERMS OF SETTLEMENT

1. The II party agrees to pay Rs. 375 (Rupees three hundred and seventy-five only) in full and final settlement of all the claims of the I party workman concerned including the claims of reinstatement made in this dispute.

2. The I party workman concerned agrees to accept the amount referred to above in full and final settlement of all his claims in this dispute including the claim of reinstatement.

3. The II Party will pay the amount as per term No. or before 25th September 1972.

¶14. Parties pray that an Award may be passed in terms of this joint Memo.

Pray accordingly.

Mangalore, (Sd.) Prabhakkar Ghate. (Sd.) K. R. Putturaya,

18-9-1972.

I Party.

II Party

Filed in Court.

(Sd.) B. Hanumanthaiah,

Presiding Officer,

Labour Court, Mangalore.

18th September 1972.

ORDER

Bangalore, dated 18th October 1972.

S. O. 51.—WHEREAS by State Government Order No. FCL 1302 LLD 71, dated 19th January 1972, the Industrial Dispute between the workmen and the management M/s. New Taj Mahal Cafe (P) Ltd., Mangalore, was referred to the Labour Court, Mangalore, for adjudication.

AND, WHEREAS the Labour Court has submitted to the State Government its award in respect of the said Industrial Dispute.

Now, THEREFOR, in exercise of the powers conferred by section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947), the Government of Mysore are pleased to direct the publication of the said award as above, in the *Mysore Gazette*.

[No. FCL 179 LLA 72]

By Order and in the name of the Governor of Mysore

ANIRUDHA DESAI,

Under Secretary to Government

Food, Civil Supplies and Labour Department